

GLASS SECTOR

SUBSTANTIVE AGREEMENT FOR 2019-2021

between

THE GLASS INDUSTRY EMPLOYERS ASSOCIATION (GIEA)

and

**CHEMICAL, ENERGY, PAPER, PRINTING, WOOD AND ALLIED
WORKERS' UNION
(CEPPWAWU)**

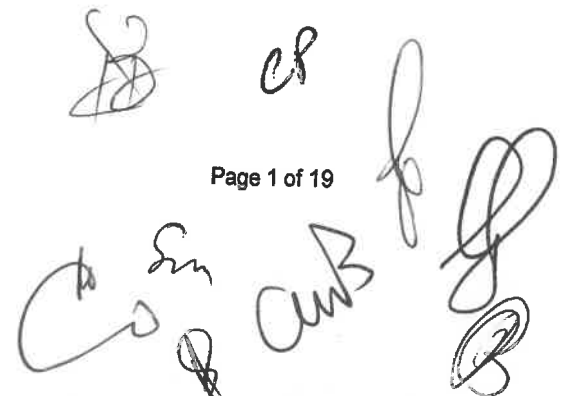
**GENERAL INDUSTRIES WORKERS UNION OF SOUTH AFRICA
(GIWUSA)**

SOLIDARITY

**SOUTH AFRICAN CHEMICAL WORKERS' UNION
(SACWU)**

(hereinafter referred to as the "Unions")

The parties record that they have agreed to the following changes to
Conditions of Employment for their employee/members who fall
within the scope of the Agreement.

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PART A: GENERAL PROVISIONS:

1. EFFECTIVE COMMENCEMENT DATE AND DURATION:

1.1 The parties have concluded an Agreement for a period of two years. The period of duration of this agreement shall be effective from 1 July 2019 and shall remain in force until 30 June 2021.

2. SCOPE OF AGREEMENT:

This agreement is applicable to all employees in the bargaining unit as defined in existing company recognition agreements. The extension of the scope is a company/plant level issue.

Parties reaffirm their support for and commitment to the Council Exco resolution on the establishment of sector joint task teams. The joint task team to meet and formalize the terms of reference within a month after the conclusion and signing of the agreement and complete its work with a period of four (4) months.

3. WAGES:

3.1 General Increase on Basic Wages

Except for employers who comply with the Council's Exemption Procedure, GIEA Member employers agree to grant in year one an across the board increase of 6.75% on current June 2019 actual basic wages, effective retrospectively from 1 July 2019.

In year two the increase will be (1 July 2020 to 30 June 2021) 6.75% across the board or the average CPI plus 1.5% improvement factor whichever is the greater.

- The offer **guarantees** a minimum increase of 6.75% in each of the two years of the agreement **OR** average CPI plus 1.5% improvement factor **whichever is the greater**.
- This implies that, for instance, in the event that the average CPI for the period May 2019 to April 2020 is recorded at 5% or even lower, the employees will still receive the guaranteed minimum increase of 6.75%.
- On the other hand, in the event that the recorded average CPI is, for instance, 6% then the formula will apply. This means that the employees will receive an increase of 7.5% being CPI (6%) plus 1.5% improvement factor.

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3.2 Minimum Monthly Basic Wage

Minimum Wages: the sector monthly minimum wage to be increased by 7.0% to R6 183.00.

The increase in the second year will be 7.0% or average CPI + 1.5% whichever is the greater.

Employees who currently earn below the new minimum of R6 183.00 will have their wages adjusted to R6 183.00 or by 7.0% whichever is greater.

4. HOURS OF WORK:

4.1 NORMAL WORK WEEK:

The Glass Sector shall operate a standard work week of 42 normal working hours. In the event of any reduction in working hours being required in order to comply with this Clause, those employers currently working in excess of 42 ordinary hours per week shall comply with the provisions of this clause. Should a reduction in the hours of work be necessary in order to comply with the provisions of this clause such a reduction shall be without loss of pay or benefits to the employee, or a reduction in the employee's conditions of employment.

4.2 CONTINUOUS PROCESS/SHIFT WORKERS:

The parties agreed that the existing arrangements for working hours in respect of continuous process workers and shift workers will remain unchanged.

5. ANNUAL BONUS:

The parties agreed in principle to an annual bonus equal to 4.33 weeks' pay applying to all companies, with the exception of the companies which applied for exemption in terms of the Bargaining Council's Exemption Procedure. Employees shall be paid pro rata bonus in the event of their being retrenched.

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6. MINIMUM SHIFT ALLOWANCE:

The minimum non-pensionable shift allowance for 2 shift and 3 shift employees (excluding continuous process shift workers) will be 10% on afternoon shift and 12% on night shift.

This allowance will be calculated on the employee's basic rate of pay, excluding any premiums or service allowances.

7. ANNUAL LEAVE:

An employee shall be entitled to 15 working days paid annual leave. An additional three (3) working days service leave per annum shall be granted upon completion of five (5) years continuous service and a further two (2) working days service leave per annum on the completion of 10 years continuous service.

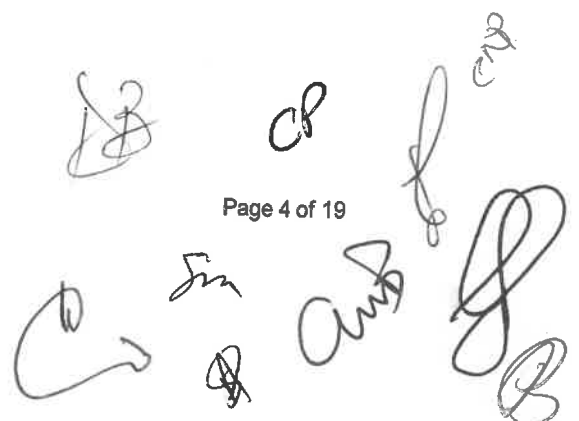
8. MATERNITY/STILLBIRTH/MISCARRIAGE LEAVE:

8.1 RIGHT TO MATERNITY LEAVE:

Female employees who fall pregnant shall be entitled to maternity leave subject to the terms and conditions set out in Section 25(2) – (6) inclusive, of the Basic Conditions of Employment Act, 1997 (BCEA). Employers shall assist such employees with their application to the Department of Labour for the payment of maternity benefits payable from the Unemployment Insurance Fund and in terms of S.25 of the BCEA.

8.2 CONTINUOUS SERVICE:

The period of maternity leave taken shall qualify as continuous service, but not for the purposes of accruing paid annual leave and annual bonus.

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8.3 NOTICE OF MATERNITY LEAVE/RESUMPTION OF DUTY:

Where possible, the employee shall give the employer at least four weeks' notice of the commencement of her maternity leave and her intended date of resumption of duty.

8.4 RESUMPTION OF DUTY:

The employer shall reinstate the employee in her previous position or should this not be practicable in the circumstances, in a similar position on conditions of employment no less favourable to the employee than those which applied to her immediately prior to the commencement of the maternity leave.

8.5 EXCEPTIONS:

In the event of a stillbirth or miscarriage occurring during the last trimester of pregnancy, six (6) weeks leave will be granted with effect from the date of stillbirth/miscarriage.

8.6 TERMS OF REMUNERATION:

In the event of a female employee becoming pregnant after having completed a minimum of one year's continuous service with the employer, she shall be entitled, subject to the conditions set out in 8.2 – 8.4 above, to maternity leave of up to four (4) months, paid at the rate of 75% of normal basic wage, or up to six (6) months paid at the rate of 45% of her normal basic wage. Each of the parties shall bear their normal contributions to fringe benefit funds for the full period of paid maternity leave.

8.7 SPREADING OF PAYMENTS:

Any Employer which currently grants maternity leave on pay in excess of 35% for a period of less than six (6) months will spread its current payments evenly over the full period of maternity leave taken.

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9. PATERNITY AND CHILD CARE LEAVE:

9.1 Paternity Leave

Subject to furnishing the necessary proof, employees will be entitled to ten (10) days per annum of which four (4) days will be paid and the balance six (6) days unpaid for which an employee may apply for UIF.

9.2 Child Care Leave

Subject to furnishing the necessary proof, employees will be entitled to four (4) days paid per annum of which one (1) day will be unpaid.

9.3 Both paternity and child care leaves shall be deemed to incorporate the Family Responsibility Leave contained in the Basic Conditions of Employment Act, 1997 as amended.

9.4 Time off for registering children on admission to school may be discussed at company level.

10. COMPASSIONATE LEAVE:

Employees will be entitled to four (4) days paid leave per occasion of death of immediate family, namely spouse, parents, children, brother or sister and legally adopted children. A death certificate will be required. The employee will be entitled to a further one (1) day's unpaid leave.

In addition to the above, this type of leave will be extended to the Employee's parents-in-law, subject to the following:

10.1 The deceased being the biological or adoptive parent of a spouse;

10.2 Submission of acceptable documentary proof to support the above, including the prior submission of copies of identity documents of the parents-in-law, which would be kept in the Employee's personal file.

10.3 This would be a once-off benefit.

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11. SICK LEAVE:

The provision of the BCEA shall apply in respect of sick leave. In addition, employees shall be entitled to accumulate the untaken balance of sick leave in a cycle, for use during prolonged illness. Such accumulated sick leave shall not exceed twenty (20) days.

12. DISASTER LEAVE:

Disaster Leave is agreed on the sole premise that the affected area must have been declared a disaster area by either the local, provincial or national government.

An employee shall be entitled to take up to three (3) days paid leave in the event of his/her immediate family having been directly affected by an incident which falls within the definition of Disaster Leave set out below.

Disaster Leave applies to a calamitous event which results from natural events, fires and storms, causing fatalities, major damage, destruction and devastation to individuals and property.

For purposes of this Clause, the Employee's family shall mean the Employee, the Employee's spouse (which includes a common law wife) and his/her children, as defined in the Basic Conditions of Employment Act.

Where such disaster results in a fatality, the provisions of the Compassionate Leave Clause, above, shall take precedence over Disaster Leave. The provisions of this leave shall not apply to an employee concurrently with the provisions of Compassionate Leave.

At the request of the Employee, additional days' unpaid Disaster Leave shall not be unreasonably refused. Where practicable, the Employer may visit the area of the disaster to verify the extent of the damage and its effect upon the Employee.

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13. STUDY/EXAMINATION LEAVE:

An employee will be entitled to one (1) day's paid examination leave per subject and one (1) day's paid study leave per subject, up to a maximum of 10 days per annum (i.e. maximum of 5 subjects).

14. SPECIAL LEAVE FOR SHOP STEWARDS:

In addition to the leave for Shop Stewards specified in the company recognition agreement the following arrangements shall apply.

- All Shop Stewards leave may be pooled; and
- Shop Stewards who are Union office bearers shall be entitled to a further five days' paid leave per annum for attending to Union business.

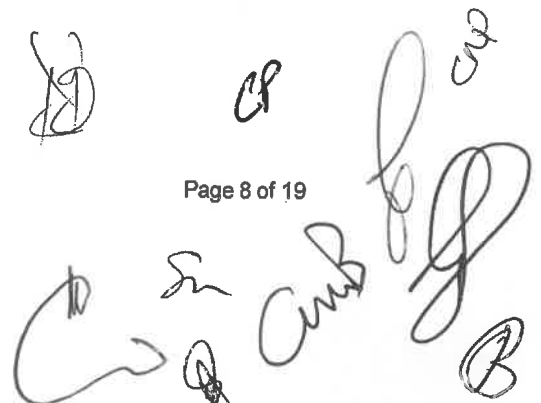
Shop Stewards shall be granted reasonable leave for purposes of participating in the following Glass Sector employer/employee structures.

- Sector Wage Negotiations for participating employers at NBCCI
- Sector Task Teams
- CHIETA Glass Chamber

Any other leave which Shop Stewards may require for Union business falls within the ambit of the Company recognition agreement and any change, therefore, is negotiable at plant level.

15. TRADITIONAL HEALERS:

Sick notes issued by Traditional Healers will be recognized if issued by a Traditional Healer who is registered with a professional council recognized by an Act of Parliament. Further discussion on the validation and acceptability of such sick notes to take place at company level.

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16. INSURED BENEFITS:

The parties agree that this is a company level issue.

17. RETRENCHMENT BENEFITS:

The parties agree that this is a company level issue.

18. ACTING ALLOWANCE:

Where an employee acts for more than half a shift in a higher graded position, an acting allowance will be payable on the following basis:

18.1 When acting in a position within the Bargaining Unit, the employee shall be paid the minimum rate for the higher position.

18.2 In respect of the Bargaining Unit employee acting in a position outside the Bargaining Unit, the company custom and practice shall apply.

19. LOANS TO ARTISANS:

Artisans shall be entitled to loans up to R1000.00 per annum at the prevailing rate of interest payable by the employer for the purpose of purchasing replacement tools.

20. PLANT LEVEL NEGOTIATIONS:

- The parties have agreed to the principle of monthly payment of wages by electronic means, subject to further negotiations being held at plant level;
- In addition to the wages agreed in Clause 3 above, productivity negotiations will continue to be held at plant level;
- Negotiations on a lay off procedure may be held at company level;
- Parties shall meet to negotiate ways and means for uniform application of minimum conditions of employment as contained in the Glass Sector Agreement.

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21. SKILLS TRAINING:

Employers are committed to providing job related skills training and education for their employees.

22. EXEMPTIONS:

Exemptions fall into two categories, i.e. general and limited, the latter having several variations, depending on employers needs specified in the Application for Exemption. All applications shall comply with the requirements of the NBCCI for exemptions. (See Annexure "B")

At the time of drafting the agreement none of the participating companies had indicated that they will be seeking exemption.

22.1 General Exemption:

This relates to an exemption which may be granted from the entire Glass Sector Agreement for the year.

22.2 Limited Exemption:

Limited exemptions are specific in nature and consideration shall only be given to those Clauses of the Agreement specified by the Employer in the Application for Exemption.

23. LABOUR BROKERS AND JOB SECURITY:

The parties agree to the principle of establishing a mechanism to prevent exploitation by using only Labour Brokers registered with the Department of Labour.

The parties commit themselves to fully comply with the amendments to the Labour Relations Act, 66 of 1995 with specific reference to (s)198.

24. STRIKE AND PICKETING RULES:

The Strike and Picketing Rules shall continue to apply to the Glass Sector and the parties agree to meet to negotiate further on the concerns of the parties, should there be any.

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25. OTHER CONDITIONS OF EMPLOYMENT:

All other conditions of employment not specified herein remain unchanged. Other benefits already more favourable than provided for in terms of this Agreement shall not be affected. The provisions of the Agreement constitute a full and final settlement of all proposals which the parties may have in respect of all Terms and Conditions of Employment for the duration of the Agreement.

26. ANNEXURES:

All Annexures hereto are deemed to form part of the Glass Sector Agreement.

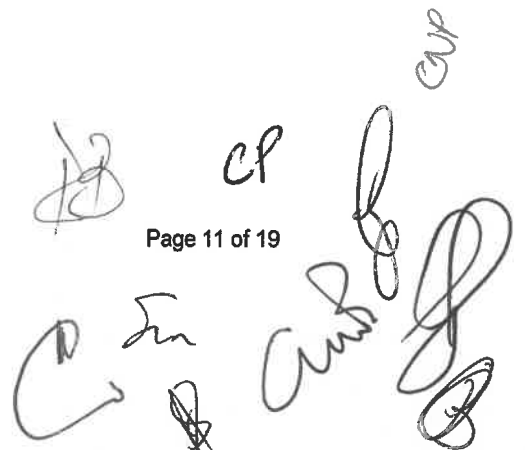
27. APPLICATION AND INTERPRETATION OF THIS AGREEMENT:

A dispute may be declared by either party after a deadlock has been reached arising out of the application and/or interpretation of any part of this Agreement.

Either party may declare a dispute by setting out in writing the nature and details of the dispute and the proposed terms of settlement and providing such to the other party.

The dispute shall, within ten (10) working days of declaration, be referred to the Council (NBCCI) for resolution in terms of the dispute resolution procedure of the Council.

Headings in the Agreement are for the convenience of the parties and are not to be considered in interpreting the document.

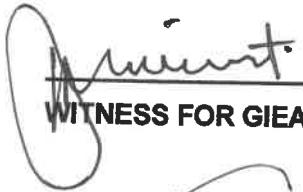


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Signed at Johannesburg this 13th day of September 2019.

For THE GLASS INDUSTRY
EMPLOYERS ASSOCIATION:



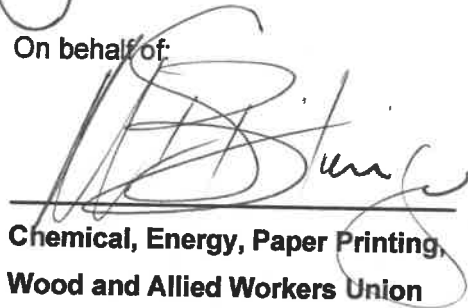


WITNESS FOR GIEA



WITNESS FOR GIEA


On behalf of:



Chemical, Energy, Paper Printing,
Wood and Allied Workers Union



Witness



General Industries Workers Union
of South Africa



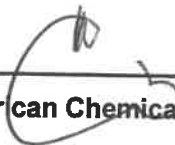
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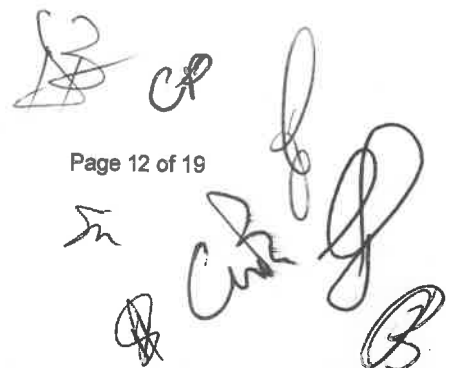
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South African Chemicals Workers Union



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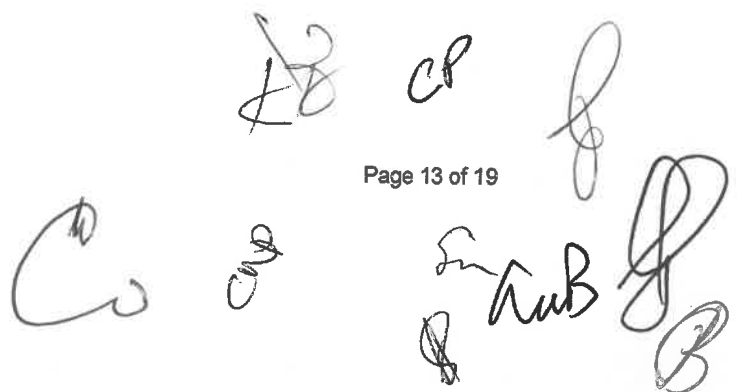
ANNEXURE A

SCHEDULE OF MINIMUM WAGES W.E.F. 1 JULY 2019 – 30 JUNE 2020

TABLE A – MINIMUM FOR ALL GIEA MEMBERS

Activities/Sub-Sectors	Current Hours of Work	Monthly Minima	Hourly Rate
Manufacturing	42	6 183	36.80
(Mass Production)	41	6 183	37.70
	40	6 183	38.64
Distribution, Industrial, Minerals	42	6 183	36.80
Converters	41	6 183	37.70
Glassblowers, etc.	40	6 183	38.64

Minimum Wages for period 1 July 2020 to 30 June 2021 will only be known once the actual increase for year 2 is known.

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LIST OF PARTICIPATING COMPANIES
GLASS INDUSTRY EMPLOYERS' ASSOCIATION

1. Saint-Gobain Group
 - Gyproc Brakpan
 - Gyproc Germiston
 - Gyproc Cape Town
 - Isover Springs

2. Consol Glass (Pty) Ltd.
 - Belville (Cape Town)
 - Clayville
 - Nigel
 - Wadeville

3. Furman Glass Group:
 - FGW Safety Glass (Pty) Ltd.

4. G & W Base and Industrial Minerals (Pty) Ltd.

5. Nampak Glass (Pty) Ltd.

6. National Auto Glass

7. PG Group:
 - PG Building Glass Solutions a division of the PG Group
 - PFG Building Glass a division of the PG Group (Pty) Ltd
 - PG Glass a division of the PG Group (Pty) Ltd.

8. Unifrax Emission Control

9. Vivian Regina Marketing (Pty) Ltd.

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NBCCI'S EXEMPTION POLICY AND PROCEDURE

1. INTRODUCTION:

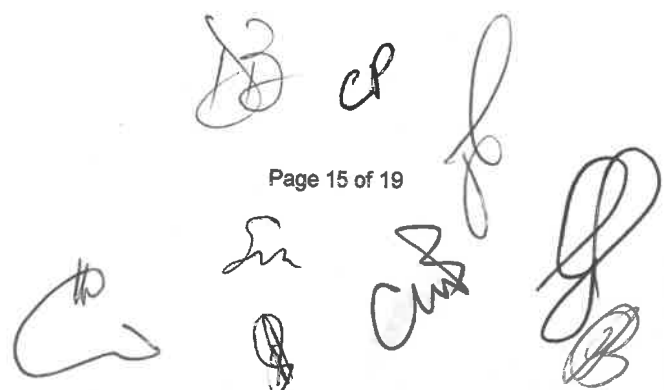
In terms of a Part of the Substantive Agreement, companies seeking exemption from the conditions of this agreement and/or any conditions agreed to previously through centralized bargaining between the parties, should do so according to this procedure.

Applications and procedure for exemptions are regulated by clause 16 of the Constitution.

Where appropriate, provisions of Section 32(3) of the Labour Relations Act (The Act) as amended shall be considered.

The relevant primary objectives of the Act within the context of the advancement of economic development, social justice, labour peace and democratization of the workplace, are found in section 1(d) of the LRA which reads: -

- (i) orderly collective bargaining;
- (ii) collective bargaining at sectoral level;
- (iii) employee participation in decision making in the workplace, and
- (iv) the effective resolution of labour disputes.

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2. PRE & POST COUNCIL PROCEDURE:

2.1 CONSULTATION:

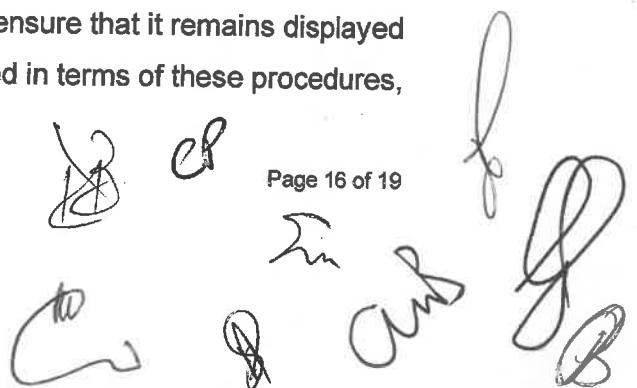
2.1.1 Any application for exemption must be preceded by consultations between the relevant employers and employees potentially affected by the exemption at which: -

- a) the merits and any exemption to have been applied for have been considered; and
- b) there has been full disclosure to each other on all information relevant to the consideration of exemption.

2.1.2 The following provisions apply regarding consultations: -

- i. Each employer must hold such consultations with the trade union representative(s) of the affected employees.
- ii. If an employer reasonably believes that the affected employees are not trade union members, or where the relevant trade union representatives do not avail themselves for such consultations within a reasonable time, the employer must consult the affected employees themselves.
- iii. The affected employees, or groups of such employees, may act through a nominated representative that they have elected to represent them. Once they have informed the employer of such representative the employer must, regarding such employees, consult such representative in preference to the trade union to which they belong.

2.1.3 The applicant company must, commencing at least immediately before the application is made to the General Secretary display a copy of the application in a conspicuous place in the workplace(s) where the affected employees normally report for service and ensure that it remains displayed until the exemption license has been granted in terms of these procedures,

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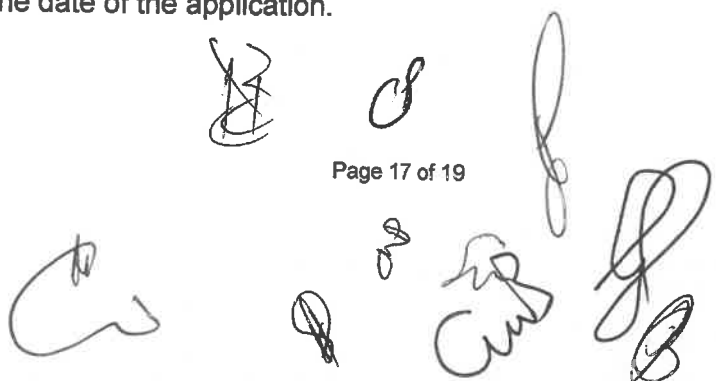
the application has been withdrawn or the application has been dismissed by the National Exemptions Committee.

2.2 CONCILIATION & ARBITRATION PROCEDURES:

- 2.2.1 The employer if it so wishes to pursue its application for exemption, must within the 30 day period apply to the General Secretary of the council for third party intervention whereupon the Council will provide for a 30 day period for a facilitation/conciliation process to convene.
- 2.2.2 If the parties can still not reach agreement within a further period of 30 days, the panellist will issue a certificate to the effect that the matter cannot be resolved.
- 2.2.3 The matter shall then be referred to the National Exemption Committee within a period of 60 days for arbitration.
- 2.2.4 The parties to exemption hearing must hold a pre-exemption trial in dealing with the matters referred to in Rule 20, (2) of the rules in conducting the proceedings before the National Bargaining Council for the Chemical Industry.
- 2.2.5 The employer will be required to produce evidence of compliance with Clause 1 of this procedure i.e. "Steps preceding an application for exemption."
- 2.2.6 The evidence required will also include: -

Clear evidence of the financial difficulties facing the employer including: -

- The most recent set of annual financial statements and auditor's report signed by the auditors (or accounting officer in the case of CC's).
- Management accounts for the period from the date of the financial statements to two months prior to the date of the application.



- An application may refuse to be accepted by the General Secretary until the requirements of Clause 5 have been complied with.

2.2.7 The National Exemptions Committee must consider the application and make the following determination:-

- (a) Whether a refusal to grant an exemption will result in undue financial hardship to the company make the application;
- (b) The nature and size of the business in respect of which the application is made;
- (c) Any representations made by the employees likely to be affected by the application;
- (d) The circumstances prevailing in the Chemical Industry as a whole or the sectors likely to be affected by the application, and
- (e) Whether the granting of the exemption will prejudice the objectives of the Council.

2.2.8 The decision of the National Exemptions Committee will be final and binding.

2.2.9 The chairperson or another member of the National Exemptions Committee, acting on the decision of that Committee, shall inform the General Secretary in writing of any decision made by the Committee and its brief reasons.

2.2.10 Once the General Secretary has received the decision of the National Exemptions Committee in terms of this procedure, he/she shall: -

- Issue an exemption award or vary an award already issued; or
- Transmit any other decision of the National Exemptions Committee to the parties to the exemptions dispute as directed by the National Exemptions Committee.
- The National Exemptions Committee would be expected to make its decision within 14 days of having concluded the matter.

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3. HOW TO FILE AN APPLICATION FOR EXEMPTION WITH THE COUNCIL:

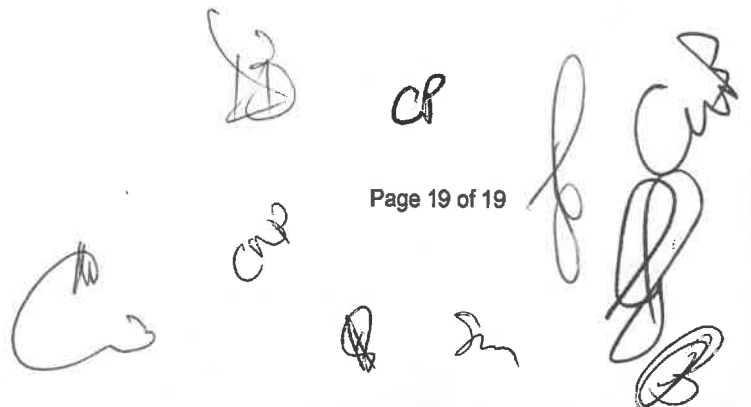
3.1 All applications must, in the first instance, be submitted in writing to the specific sub-sectors co-ordinator or secretariat.

(i) The sector co-ordinator or secretary must, within 10 working days of the date of the last party signing this agreement, forward copies of the applications received from the participating member company to the General Secretary of the National Bargaining Council for the Chemical Industry as well as to the relevant union(s).

(ii) The date of the collective agreement in question is taken from the date on which the last signature of a party to the agreement is recorded.

(iii) All applications must specify provisions of the agreement in respect of which the exemption is sought and the reasons why it is sought, and details of the employees in respect of when exemption is sought either by name or by way of a clear description of the category of employees and an introduction of how many employees fall within the category.

3.2 All applications for exemption will be dealt with in terms of this procedure.

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